VINCENNES, Ind., June 12 .- Fred L. by lightning this afternoon at Westphalia, secured a revolver, came back and shot Knox county. His home was at Worthing- | Herington down. ton. He was about forty-five years ole. GREENSBURG, Ind., June 12.-Thomas Chipps, a farmhand, while working on the farm of Gee Robbins, near Horace, was killed by lightning this afternoon. He was

### Storm and Heat Notes.

waiting for a Grand Rapids & Indiana train registered as high as 98 degrees.

covered with hall of large size. Much dam- | Frank Mills, of Lexington, Ky. age was done the wheat crop, fruit and

The most severe hailstorm ever known at Wednesday. The hall fell in torrents for almost twenty minutes. All kinds of grain, Stein, a machinist employed at the Fort fruit and vegetables have suffered enormously in that immediate vicinity.

### INDIANA OBITUARY.

#### Capt. Sylvanus Barnard, Discoverer of Martinsville Mineral Waters.

Special to the Indianapolis Journal. MARTINSVILLE, Ind., June 12 .- Capt. Sylvanus Barnard died at his home here tion. this morning, after an illness extending over perhaps ten years, with varying intensity, caused by a fever contracted Associated Press Dispatch. originally during the civil war. Capt. Sylvanus Barnard was born in Highland | ager of a private bank at Denver, Miami county, Ohio, on April 11, 1830, came to county, which was forced to suspend pay-Martinsville in 1845, and resided here al- ment Tuesday, to-day made a statement most continously ever since. He was cap- | showing liabilities of \$6,900, with assets of tain in the Fourth Cavalry and served with about \$3,300, of which only \$200 is cash. He distinction during the rebellion. In 1887 says he deposited \$3,500 in the bank at Lo-Captain Barnard and a stock company | gansport as collateral for his ownership of bored for gas on his property here. An a basket factory at Denver. To-night a school of mechanical engineering.

excellent flow of mineral water was struck. meeting was held looking toward a reorbut gas was not discovered in sufficient ganization of the bank. quantity for use. This was the beginning of what has developed into one of the greatest health resorts in this country. He

#### Other Deaths in the State.

ing, at his home in this city. He was an old resident, having come to this county early widow and one son, a real-estate dealer, of Marion. He was a retired farmer.

WINAMAC, Ind., June 12.-Jacob Starke, aged eighty-six years, fell dead to-day. In ebruary, of 1849, Mr. Starke came from Ohio to Pulaski county and entered land near Vincennes and lived there until his death, which was caused by heart failure. PORTLAND, Ind., June 12.—Mrs. William Ventz, born in Wurtemburg, Germany, on June 8, 1838, is dead at her home, near New fount Pleasant, her death occurring in the same house where she married, in 1859, William Wentz.

WARSAW, Ind., June 12 .- Zena C. Pratt who served for eight years as sheriff of Kosciusko county, died to-night of Bright's disease at the age of seventy-four.

#### WILL QUIT BUSINESS.

#### Rushville Natural Gas Company to Go Out of Morristown.

Special to the Indianapolis Journal. MORRISTOWN, Ind., June 12.-The Rushwille Natural Gas Company, which owns the plant here, has issued a notice to consumers announcing its Intention to remove Its present plant from Morristown, and that no gas will be served to consumers after June 17-Monday next. This is the final movement made in resistance to ordinances of the Council attempting to enforce prices for gas prescribed in the charter under which the original company came into town to do business. The present company, which succeeded several other comnies, raised the rates, and Council ordered the former rates restored. There was a long legal night, gas was shut off several times, and much bitterness was engendered. The company lost its case in the courts, and was unable to bring any effective pressure to bear on the Council, and to-day's action is the result.

# Gas Waste Is Stopped.

ervisor, and his deputy, A. W. Kinney, of M. Sturgis, of Mansfield, O. investigating the report of the waste of gas in the oil field on the edge of the city. As a result of their visit the entire field is practically closed down. Many violations were found, but as the waste was not willful there were no prosecutions. The flambeaus which have been in evidence throughout the entire field and which had been considered a necessary violation of of Young America. Many people have been the law, also came under the restrictions. exposed, and there is almost a panic in the Now, for the first time, the law is being strictly enforced. The oil men complain bitterly over the enforcement of the law. while the gas interests are elated over the

# "PREMEDITATED MURDER."

# Sworn Testimony of State's Witnesses

Special to the Indianapolis Journal. been made in the Jones murder trial, now | workhouse for petit larceny last winter on in the Circuit Court, as the state's evi- and had three months to serve when he left. dence was all produced in just one day. At He has been away from the city for the 21 o'clock yesterday morning the first wit- greater part of the time, and only returned ness was introduced, and at a few minutes | recently. The police officers heard of his after 11 to-day the last witness, except in arrival, and Sergeant Warren, of the city rebuttal, had testified, and the defense be- force, with Guards Harding and Burris, James Herington, the murdered man, tes-

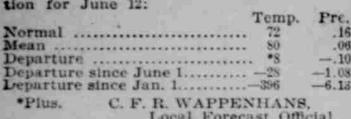
# WEATHER FORECAST.

### Warm and Fair To-Day-Fair and Cooler on Friday.

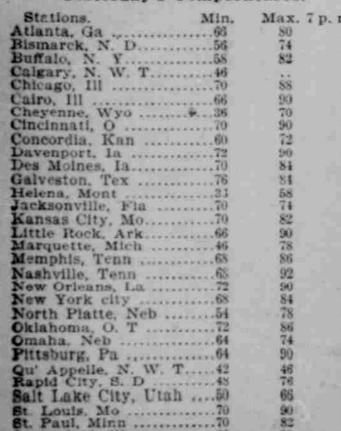
WASHINGTON, June 12 .- Forecast for Thursday and Friday: For Ohio-Local rains Thursday; fair Friday; variable winds, mostly fresh easterly, For Indiana and Illinois-Fair and warm

#### Thursday; fair and cooler Friday; fresh southerly winds. Local Observations on Wednesday.

Bar. Ther. R.H. Wind. Pre. Weather. Maximum temperature, 91; minimum tem-Following is a comparative statement of closed. the mean temperature and total precipitation for June 12:



#### Local Forecast Official. Yesterday's Temperatures.



ringfield, Ill ......65

ringfield, Mo ......64

Washington, D. C ........66

who was in the barn at the time, I tified, as did William Campbell, the only cremated. 'inree others boys who two persons, except the principals, who witwere in the barn at the time narrowly nessed the crime. They testified for the escaped death. The property loss was state, and both swore that it was a premeditated murder; that while the two men were quarreling over a trivial matter Jones Jessup, a gravel road contractor, was killed deliberately walked to his house, near by, GIVEN TO A LARGE CLASS AFTER A

# Fast Bout at Alexandria.

Special to the Indianapolls Journal. ALEXANDRIA, Ind., June 12.-The main event before the Alexandria Athletic Club to-night, between Eddie Kennedy, of Pittsburg, and Hugh McWinters, of New York, An unknown woman, who had a ticket for | was the fastest and best ever seen here. Ridgeville, was overcome by the heat while | Kennedy was knocked to his knees in the at Portland yesterday, but recovered suf- twelfth round and took the count. He was ficiently to leave on it. The thermometer knocked down repeatedly in the thirteenth and failed to respond at the end of the Heavy hall and rain fell in the vicinity tound. Jack Beebe, of Cincinnati, was refof Greenville, O., about noon yesterday, eree. "Shine" Russell, of this city, easily lusting half an hour. The ground was won the eight-round preliminary from

#### Stole Tools and Patterns.

Special to the Indianapolis Journal. FORT WAYNE, Ind., June 12.-Charles Wayne electric works, was arrested this afternoon by Detective Coling charged with grand larceny. In his possession were found valuable tools which had been missed, one by one, from the shop benches and also patterns for a new motor fan which the company is manufacturing. The factory managers regard the theft of the patterns as far more serious than the taking of the tools and will push the prosecu-

### Troubles of a Small Bank.

PERU, Ind., June 12.-W. S. Greene, man-

#### Kokomo Gets the Nail Mill.

left a widow, two sons and two daughters. | Special to the Indianapolis Journal. of the Merchants' Association to-night that MARION, Ind., June 12.-Joseph Brown, organization pledged itself to raise \$15,000 -six, died of asthma, this morn- and a site for the new steel and wire nail company, formed a few days ago, with in life, from Clinton county, Ohio. He left | capital of \$1,500,000, if it would locate its plant in Kokomo. The company accepted the proposition and the big nall mill, employing 1,000 men, will be built here.

### Indiana Notes.

PORTLAND. - The local Red Cross, Knights of Pythias and the Rathbone Sisters decorated the graves of members of the orders on Wednesday evening, and at night held the usual memorial meeting. The Shaffer will case, which has been in the local courts for several years, has been settled by agreement, after it was brought to trial for the third time. The terms of the settlement are not known. TERRE HAUTE-Daniel Bogle, who has been manager of the Crescent and Torry mines in Vermillion county, has brought suit against his brother, Walter Bogle, a Chicago coal operator, for \$20,000 for managing his mines, setting forth the existence of a verbal contract at \$5,000 a Dangers to National Life Outlined at year for five years and \$10,000 thereafter.

MARION-Mrs. Florence Sanders, the alleged shoplifter who was arrested about three weeks ago, has been fined \$1 and costs and sentenced to serve one day in jail by Judge Paulus, of the Grant Circuit Court, in consideration of the fact that the defendant is in poor health. She already has been in jail eighteen days.

WINAMAC .- Mormons are conducting an active propaganda in the northwestern part | the address to the Union Literary Society; of Pulaski county, and are making a con- the Rev. Hugh Gilchrist, of Seattle, Wash., siderable number of converts. A large number of elders, direct from Salt Lake City. are engaged in the work, and by their intensely emotional sermons are arousing the | Dora Wilson to the Zetilathean Society.

people into a veritable religious frenzy. BRAZIL-The City Council has granted to the Brazil Telephone Company, a local organization, a franchise to run twentytwo years. It will inaugurate a strong competition with the Bell Company as soon as it can install its lines and exchange. day, which is meeting with the hearty approval of the citizens, and especially of the retail cierks, who are most concerned

COLUMBUS-D. R. Perry, of this city. to-day purchased at Chicago Queen Mary HARTFORD CITY, Ind., June 12 .- J. C. | Belle VII, a cow of the Queen Mother fam-Leach, of Kokomo, State natural gas sup- lly of Aberdeen Angus cattle, calved Oct. 18, 1897, bred and formerly owned by Willis KOKOMO - Chauncey Mummert,

> FLORA-Smallpox has again made its appearance in this vicinity, the latest victim being a daughter of John W. Wilson,

# OTIS HARVEY CAPTURED.

# He Escaped from the Workhouse on

Otis Harvey, who escaped from the workhouse Feb. 13, was captured about 12 o'clock last night at the home of his mother, 25 gan its work. This morning the widow of of the workhouse force, watched his mother's home for a couple of days trying to get a chance to capture Harvey. The officers were rewarded last night, when they saw Harvey enter the house. He made no attempt at resistance when the officers captured him. Harvey will have three months

#### more to serve in the workhouse. HAS COST HIM \$1,000.

# John R. Mason Spends that Amount in

Effort to Escape Jail. John R. Mason, the Russiaville clubhouse keeper, who appealed in vain for clemency to Governor Durbin, gave up the fight yesterday and began serving his thirty days' jail sentence. Besides his fine of \$50, Mason 7 a. m. 30.12 79 72 N'west 60 Pt. Cldy. has spent nearly \$1,000 in a vain effort to 7 p. m. 30.16 71 81 South. 66 Cloudy. escape the jail sentence. There are six other cases pending against him. These will not be pushed if the clubhouse remains

# ONE MAN HURT.

# An Accident to the Street-Car Repair

About 2 o'clock this morning the repair wagon of the Indianapolis Street-car Company was crossing Washington street at Illinois street, when the rear wheels of the wagor caught in the tracks and caused the saved themselves by jumping.

Obituary. CHICAGO, June 12 .- C. F. Peterson, author and newspaper editor, is dead at his residence in this city, after an illness of several weeks, cancer of the liver being the cause of death. Mr. Peterson ranked among the foremost Swedish writers of America. He had written a dozen bocks on historical, political and sociological matters, in Swedish, and to newspaper readers of his nationality had been known for thirty years under the nom de plumes of "Jeppe" and "Fredrik." Peterson was born in Sweden on April 16, 1843.

SHERMAN, Tex., June 12.-Wilson N. ones, aged sixty-three years, one of the best-known men of the Choctaw tribe and for several terms the Governor of the nation, died late yesterday afternoon, at his territory residence, seventeen miles east of

MACON. Ga., June 12. - Harry Lee. nephew of Gen. Robert E. Lee, died here to-day. He was the son of Henry Lee, the 84 oldest brother of the general.

SUCCESSFUL SCHOOL CAREER.

The Day's Exercises-Changes at De Pauw-Degrees at Hanover-Earl-

ham and Franklin Colleges.

Special to the Indianapolis Journal. commencement occasions at Purdue was thoroughly demonstrated to-day. With a larger class and more interest than usual, commodate more than a fraction of the visitors, it having been determined to hold the exercises in the chapel. Experiences in tents in recent years have been disastrous. proceedings having been frequently interrupted by storms, and it was decided to take no chances this year. The chapel's greatest capacity is six hundred, and those anxious for seats were double that number. A number of visiting parents and friends of graduates, having falled to secure tickets, were thus deprived of an expected pleasure.

The published programme was opened at 9:30 o'clock, when the class filed in, favorwere given by the following students, after Lehr, of school of electrical engineering; William Simons, of school of agriculture; Lydia Caroline Marks, of school of science; Arnet Stone McBroom, of school of civil engineering; Hugh Brenton Hatch, of

These numbers were interspersed with

soprano solos by Miss Thompson, of Chicago, formerly of Crawfordsville, whose view the Panama canal, and has been assoclated in many of the most prominent engi- | the faculty, was given a master's degree, neering movements of the age. He is a recognized authority on civil engineering. and through this and the excellence of his address secured the closest attention. President Stone, assisted by Prof. P. T. Moran then conferred the degrees upon the graduating students, taking occasion to offer much excellent advice and extend for himself and the university expressions of good | New Directors Elected and the Board will. He promised great things for the seniors if they but maintain the excellence of the standard established during their university life. The lower classmen cheerfully gave nine 'rahs for each set of seniors as diplomas were delivered, and in great good humor the commencement closed with the benediction. The year has been the most sucessful in Purdue's history, and the scattering graduates are now en route to places of employment held open for them.

### MR, WATSON'S ADDRESS.

# Hanover-Degrees Conferred.

Special to the Indianapolis Journal. HANOVER, Ind., June 12.-The reunions of the several literary societies and the presentation of diplomas to the graduating members occurred Tuesday morning. Mr. to the Philelathean Society; Miss Margaret McCoy to the Chrestomathean and Miss

The annual meeting of the Central Alumlain; vice president, Manley Wilson; secretary, Prof. Glenn Culbertson; treasurer, NORTH VERNON.-The local business | Prof. A. H. Young. The alumni banquet men have put into effect an agreement for | was held in the gymnasium after the meetearly closing on all evenings except Satur- ing of the association. A large and enthustastic crowd was present Representative James E. Watson deliv-

ered an address in the evening to the literary societies. He spoke upon the essentials for national greatness and declared that no nation of one idea had ever iong maintained prominence. The history of Europe for two thousand years furnished abundant example of the decline of such nations. Turning his attention to the United States, he asked if this country wealthy farmer and stock man, has been was under the despotic sway of one masterarrested on the charge of stealing cattle | ing idea. The love of gold, he thought, is from the farm of County Commissioner | the dominant spirit of American national John Wilson. Mummert gave bond. He life. The industrial spirit is abroad and is denies the charge. our people from higher and nobler pursuits to mere utilitarian ends. This spirit he did not condemn in itsself, but its undue emphasis is the threatening tendency o our national life. After declaring that the hope of the Nation lies in the educated men and women who are going out into active life, he confidently predicted that the great evil of material domination would be escaped, as America had never failed to apply a necessary corrective. The speech was eloquent and patriotic, and was vigor-

ously applauded, receiving unusual approval from the audience and the president. Degrees have been conferred as follows: Bachelors of Arts-John Hoden, Chicago; W. Corva, jr., Dupont; Lewis Daniel Clark Simpson, Vernon; Florence Thompson, Paulina, Ia.; William Hayes Topping, St. Louis; Russell Tuthill, Anna, Ill.; Gilbert Voorhies, Franklin. Bachelors of Science-Joseph Clifton Brown, Piqua, O.; Nettie Clemmons, Hanover; John DeWitt Gabel, Cresswell; Thos.

McGregor, Madison; George Billings Pence, Master of Arts-G. F. Taylor, '87, Hanover; Miss N. McConnell, '92, Ironwood, Mich.; the Rev. H. R. Upton, '96, Milwaukee; the Rev. C. R. Adams, '96, Kingston, Wis.: Miss Helen Oldfather, '96, Hanover; the Rev. J. F. Britain, '97, Hanover; the Rev. E. E. Plannett, '97, Winchester; J. R. Lewis, M. D., '97, Indianapolis; the Rev. R. S. Eastman, '97, Danville, Cal.; T. C. Whatlon, '98, Indianapolis; Prof. H. H. Thomp-

Oklahoma; W. W. Karr, '75, Washington, E. Harvey, treasurer, paid in \$34,878.54 and Dector of Philosophy-R. H. Thompson, Seattle, Wash. Doctors of Divinity-The Rev. S. A. Moffett, '84, Pyeng Yang, Corea; the Rev. Geo.

#### W. Giboney, Spokane, Wash. CHANGES AT DE PAUW.

#### Two Resignations Accepted-Meeting of the Alumni Association

Special to the Indianapolis Journal. GREENCASTLE, Ind., June 12.-The joint | Frank J. Boatman. board of trustees and visitors held their last session this morning. Speculation has been rife as to the probable changes the every suburb in the city will be supplied board would make. A spirited debate took | with one. place on the best means of keeping the expenditures of the university within the income, and as a result of their action and because of the present bright outlook | commission will be held in its headquarit is believed this will be accomplished by ters. Room 12 of the Statehouse, next next year. Instructor F. C. Tilden was Wednesday morning. The commission has raised to the rank of professor. The Cen- on file an application from the American | two hours. tral Trust Company was made treasurer for current expense fund, vice Albert Allen, resigned The resignations of Prof. Walker, of the rhetoric department, and Principal were on the wagon at the time and one of May, of the academy, were tendered and them. Frank Cramer, was caught under the | accepted and resolutions of appreciation ladder and severely bruised. The other men of the two men were adopted. No choice of a new principal has been made. Resolutions were also passed commending Dr. Gobin's administration and the work of Chancellor Hickman. The meeting of the alumni in Meharry

Hall this forenoon was the largest for several years. The meeting was first called to order in Plato Hall, but it was not nearly large enough and an adjournment to the larger room was made. The most important business transacted was the amendment of the constitution. Among the changes was one allowing the election of officers by popular vote, each member who has paid the assessment of one dollar for that year being entitled to vote. The secretary's office was made a salaried position. The following officers were elected: President, Dr. Baker; first vice president, Miss Ridpath; second vice president, Dr. Goodwin; secretary, Charles Martin; treasurer, George Hathaway. The directors are in three classes, the term of the classes expiring at consecutive years. Those who were elected to succeed those whose terms expire this year are Dr. A. Stephenson, Miss Kate Hammond. S. A. Hays, P S. Baker, George W. Faris, Mary B. Wright and Charles Martin. Two

vacancies existed in the class whose terms would expire next year, and these were illed by the choice of James Gavin and

#### George Hathaway. EARLHAM COMMENCEMENT.

Degrees Conferred on a Class of For-

ty-Address to the Graduates.

Special to the Indianapolis Journal. RICHMOND, Ind., June 12 .- This mornng, in Lindley Hall, the forty-first commencement of Earlham College took place. An exceptionally large class was graduated, there being forty members. A large concourse witnessed the exercises. President J. J. Mills introduced the speaker, John Henry Barrows, president of Oberlin Col-LAFAYETTE, Ind., June 12.-That the lege, who spoke on the culture value of State has not made adequate provision for | books and travel, having traveled extensively abroad and through the far East himself. After a piano solo by Miss Grace Baker, who received the only diploma from the department of music. President Mills conferred the degrees. Two degrees were granted this year-bachelor of arts and bachelor of science.

The class and degrees are as follows: Earl Brandon Barnes, Richmond, B. A. Raymon Binford, Wichita, Kan., B. Carl Wesley Bowen, Lynn, B. S.; Albert Davis Cowgill, Summitville, B. S.; Katherine Cox, Richmond, B. A.; Irving Arm-strong Cox, Columbus, B. A.; Edith Anna Doan, Westfield, B. S.; Otis Mendenhall El-Hiott, Ridge Farm, Ill., B. A.; Alice Charles Wheeler, B. A.; Harrison Estelle Howe, Richmond B. S.; Harrison Estelle Howe, City of Indianapolis (The Richmond, B. S.; Everett E. Henley, Monites from each department being singled valley Mills, B. A.; Frank E. Harold, Richout for applause. Abstracts from theses | mond, B. A.; Lillian Henley, Carthage, B. A.; Ercy Clarence Kerr. Troy, O., B. A.; Florence King, Richmond, B. S.; Inona Kenworthy, Bridgeport, B. A.; George Canby the Rev. W. D. Cole, of this city: Harold | by Levering, Maryville, Tenn., B. A.; Mary Alice Lamb, B. A.; Mary O. Lindley, Fairmount, B. A.; John Alton Langsdon, Carmel, B. A.; Thomas Elwood Mendenhall, Parker, B. S.; Helen Elizabeth Munger, Bentonville, B. A.; Warren Harris Munger, Bentonville, B. S.; Sarah Elizabeth Newby, Carthage, B. A.; Charles Harper Smith, Mount Summit, B. A.; John Morris Stout, Paoli, B. S.; Walter Charles Stevens, Rushville, B. S.; Harry Merritt Schilling, Valley popularity was shown in the demand for mond, B. S.; Mary Ellen Stout, Paoli, B. one of the government commissioners to B. S.; Charles Fletcher, Kansas City, Mo., Prof. Allen D. Hale, a member of Last night the Penn Society, a college fraternal organization, held its first annual banquet at the Westcott Hotel. Covers were laid for fifteen. Several toasts were given.

### FRANKLIN COLLEGE.

# Organized-Alumni Meeting.

Special to the Indianapolis Journal. FRANKLIN, Ind., June 12.-The stockholders of Franklin College met to-day and elected A. A. Barnes and Nicholas McCarty, of Indianapolis, and T. L. Hanna, of Waveland, as directors to succeed the Rev. J. L. Mathews, the Rev. Thomas Smith and the Rev. C. M. Carter, resigned. A. F. Curtis and W. T. Stott were elected. A. J. Thurston, of Shelbyville, was reelected president of the board of directors; Dr. Woolen, of Indianapolis, vice president; Dr. D. Wallace, treasurer; the Rev. N. Carr, secretary.

The alumni meeting was held to-day Representatives of the different decades spoke. Among the speakers were Dr. Wal lace, W. H. McCoy, Mrs. C. H. Hall, Professor Hatton, Miss Mary Hall, Dr. Otis J. B. McCormick, of Louisville, delivered | Caldwell, of the Illinois State Normal; R. A Brown, of Indianapolis; Miss Emma Turner, of Washington; Charles McCoy, cf Chicago; Mrs. Edwards, of Bedford. The alumni association officers elected were: A. O. Neal, president; Professor Ferguson, vice president; Prof. D. A. Owen, secretary; Miss Ruth Wallace, treasurer; Mrs H. A. Cuppy, of New York, orator; the Rev. Mr. Archibald, of New York, alternate; Prof. Charles M. Curry, of Terre Haute, poet; E A. Remy, of Seymour, member of faculty. To-night Judge Grubbs, of Martinsville, delivered the annual alumni address.

# Bloomingdale Academy

Special to the Indianapolis Journal. BLOOMINGDALE, Ind., June 12.-Bloomingdale Academy has just closed its fiftyfifth year. A reunion of students and teachers of the institution will be held the academy campus on Aug. 10. Dr. D. pal of the school, and R. W. Harrison, of Lebanon, and Joseph Cannon, of Danville, Ill., alumni of the academy, will be speakers at the reunion.

# BICYCLE RIDERS ARRESTED.

# Superintendent Quigley Decides

Superintendent Quigley last night became convinced that he had been lenient enough in the matter of enforcement of the ordi-Michigan street, and James T. Cooper, of 1409 Hill avenue, were the first victims. enforced to the letter.

Eight Counties Settle. Countles made settlements with the auditor of state yesterday as follows: Gibson, W. S. Ennes, treasurer, paid in \$28,013.09 and took out \$12,234.03; Starke, Wilbert A. Pierson, treasurer, paid in \$9, 967.76 and took out \$4,219.50; Jay, R. D. Hutchins, treasurer, paid in \$25,443.95 and took out \$11,581.28; Washington, Jacob R. Chastain, treasurer, paid in \$16,019 and took out \$7,745.70; Wells, Amos G. King, treasurer, paid in \$23,339.91 and took out \$10,036.80; Martin, Laban Williams, treasurer, paid in \$7,213.54 and took out \$3,226.37; Randolph. Hicks K. Wright, treasurer, paid in \$30, sen, '98, Noblesville; Dr. L. A. Riley, '98, 419.59 and took out \$12,996.22; Kosciusko, A.

#### took out \$16,348,69. Five New Substations.

Five new substations will be opened by Postmaster McGinnis on July 1. The locacharge are as follows: No. 18, at 1702 Hoyt avenue, Charles Traub; No. 19, at 749 South East street, Edward C. Reick; No. 20, at 1202 North Senate avenue, Anna M. Eyster; No. 21, at 1635 Howard street, Walter K. Gardner; No. 22, at 1527 Montcalm street, With the five new stations a total of twenty-two will be attached to the Indianapolis postoffice. With the new stations

Will Examine New Machine. Electric Ballot Box Company, of Petersburg. Ind., for permission to submit its make of voting machine for examination in accordance with the provisions of the voting machine law passed by the last Legislature. The Petersburg Company has not yet made the required deposit, but this will doubtless be done in the next few days, in which event the commission will make a thorough examination of the machine next Wednesday.

# James Whitcomb Riley's Outing.

James Whitcomb Riley, accompanied by his manager, John M. Dickey, spent a portion of yesterday at Morristown. He was driving through from Greenfield to Freeport. He was looking over his old haunts, and as he used to fish on the old dam at Freeport, he was going there to secure some material regarding the old place. Mr. Riley frequently spends a day there, and considers it a great outing.

William Jones Escapes. William Jones, white, sent to the workhouse on Nov. 30, 1900, for petit larceny. escaped from that institution yesterday afternoon. He was anowed to walk about the farm and took advantage of this privilege and escaped. His term would have ex-

# THE PROPOSED INTERURBAN FRANCHISE

# The Provisions of the Ordinance and Contract That Are Now Pending.

THE FULL TEXT OF THE AGREEMENT BETWEEN THE CITY OF INDI-ANAPOLIS AND THE INTERURBAN COMPANIES, THAT IS NOW UNDER OFFICIAL CONSIDERATION.

now pending between the Board of Public Works and the Interurban Railway Companies, about which Gray Cowgill, Overman, O., B. A.; Clarkson | there has been so much discussion, Changlee, Richmond, B. A.; John Lindley basis of the proposed contract becity of Indianapolis. The agree-

ment in its complete form is as follows: AN ORDINANCE ratifying, confirming and approving a certain contract and agreement, made and entered into on the ---Public Works, and ----, whereby said its interurban cars into said city along ! certain streets, and to carry passengers, mail, express matter, baggage and freight on such cars, in and upon the streets of the City of Indianapons, and fixing the time when the same snall take effect. Whereas, Heretofore, to wit; on the-Kokomo Gets the Nail Mil.

Special to the Indianapolis Journal.

Kokomo, Ind., June 12—At a meeting of the Merchants' Association to-night that of the Mer this, the - day of -, 190-, by and between the City of Indianapolis, Marion County, Indiana (hereinafter called the city), by and through its Board of Public Works, party of the first part, and the - (hereinafter called the company), a corporation duly organized and incorporated under and by virtue of the laws of indiana, party of the second part, Witnesseth: That, whereas, the said has presented its written petition to the Board of Public Works of said City of indianapolis, asking permission to be allowed to run and operate its interurban cars

> into said city along certain streets therein and hereinatter named, over the tracks of the Indianapolls Street-railway Company, and to carry passengers, mail, express matter, baggage and freight through and into such city on such cars; and, Whereas, By the provisions of an act of the General Assembly of the State of Indiana, entitled, "An act concerning Street Railroad Companies in cities, the population of which exceeds one hundred thousand; repealing all laws in conflict with this act, and declaring an emergency, which became a law without the Governor's signature, on the 3d day of March, 1899, the use of the said tracks of the Indianapolis Street-railway Company shall be upon such conditions and under such regulations as the Board of Public Works and Common Council of such city shall pre-Now, Therefore, the said Board of Public Works of said City of Indianapolis, in con-

sideration of the several agreements of the said company, party of the second part, hereinafter stipulated and set forth, does hereby (subject to the ratification and approval of the Common Council of said city), authorize, empower and permit the said ----, subject to the conditions hereinafter prescribed and expressed, to operate and run its cars upon and over the tracks of the Indianapolis Street-railway Company, now laid and in use upon the following streets and avenues of said city, to wit: Provided, However, that the Board of Public Works and Common Council, or the said Indianapolis Street-railway Company, with the consent of such Board and Council. shall have the right to substitute for the use of all or any of that part of the tracks of said Railway Company, above described, which are situated in streets between Ohio or the convenience of public travel in said street on the north, Georgia street on the south, Delaware street on the east and Capitol avenue on the west, the use of other tracks of said Railway Company, situated on or within such boundary streets and W. Dennis, of Richmond, a former princi- avenue, connecting at some point on or

within such streets or avenue, with the other part of the line above described, so as to enable said company, party of the second part, to reach and return from the terminal point above designated. And that for the purpose of storing, cleaning and repairing its cars, when necessary, the said company may also run the same over the tracks of said Indianapolis Company, subject to the conditions hereinafter set forth, as follows: The above grant is made upon the following express conditions:

1. That after entering the City of Indianapolis, all cars of said company, party of the second part, shall stop at all intersecting streets on signal from waiting passengers, or passengers on such cars desiring to leave the same, and shall take on and carry all passengers desiring to take passage on any such cars for the purpose of being transported between different points on the line over which said cars are operated in said city: Frovided, that such cars | pipes, gas pipes or any other property in, | and become void, and said company shall shall not be stopped at any such street for They were sent to headquarters, but re- a longer time than is necessary to take on avenues aforesaid, or elsewhere within thereafter undertake to run or operate any Special to the Indianapolis Journal.

I last night at the home of his mother, 25 | Charles Needham, Chicago; Eva Allison | leased upon promise to be in court. The and discharge such passengers, and that | Such city, and the said company, party of | Charles Needham, Chicago; Eva Allison | leased upon promise to be in court. The | and discharge such passengers, and that | North East street. Harvey was sent to the | Nichols, Hanover; Mary Margaret Officer, | Order will, said Superintendent Quigley, be | no baggage other than hand baggage, nor | the second part, shall hold the city free | And it is also agreed and understood that express or freight matter shall be unloaded or taken on any such car at any such cross-

2. The said company, party of the second part, shall charge five cents for a single fare between any two points in said city on its lines, and any passenger who shall pay a single fare of five cents shall be en-titled to ride in the car upon which he took passage to any point on the line of such interurban company, within such city. 3. The said company, party of the second part, shall run and operate its cars in said city with reference to the time schedule of the cars being operated on said line by the Indianapolis Street-railway Company, which not to delay or interfere in any wise with | the running and operation of the cars of the running of the said cars of said Indianapolis Company which may hereafter with public travel at street or alley crossings, nor in any way to violate any obligation of said Railway Company under the law or any ordinance of the City of Indianapolis, or any other municipality, now n force or which may hereafter be in force, or of the contract between said company other existing grant or contract, whether made to or with said company or some other person or corporation to the rights and obligations of which said company has

The right is expressly reserved to the said Board of Public Works to fix time schedules for the running of all the cars of said --- passing on and over the streets of said city, to the end that there shall be uniformity and regularity in the running of | made a part of this contract. said city, and also prompt and efficient I o'clock p. m., run at least one car every

4. The cars of said ---, party of the second part, shall not be stopped, either for the receiving or discharge of passengers, or for any purpose other than to avoid collision or casualties, at any point in such city, except at street crossings, as hereinafter provided, and at its depot or station which may hereafter be established at such point as the Board of Public Works may approve. In stopping its cars at street cossings, said company, party of the second part, shall at all times be governed by the ules, regulations, ordinances or contracts which are in force governing the stopping of the cars of the Indianapolis Street-railway Company at such crossings, or other places in said city.

5. The said company, party of the second part, may at all times carry on its pasthereof, provided for such purpose, or in express cars of a style and pattern to be approved by the Board of Public Works, such baggage belonging to its passengers being transported in such passenger cars. as is usually allowed to be carried by passengers on steam railroad companies' cars. and also the United States mail, and such express matter and merchandise as may be inclosed in boxes, crates and parcels, so as to be easily handled and so as not to be unsightly in appearance or offensive to the sight or smell, and also such packages and parcels as are usually carried and delivered by messenger service: Provided, that no live animals (except hunting dogs) nor

The ordinance and agreement, fowls (except in boxes and coops), shall that the same may be readily and easily carried on any such cars or in any such | seen and read by persons desiring to take compartment at any time; and, provided | passage on such cars; that the tracks of further, that all baggage (other than hane | such company which may come within such baggage), express matter, parcels and ar- city by extension of its boundaries or hereticies of merchandise carried as aforesaid, after be permitted to be constructed or shall be delivered at the depot or station of | owned therein, shall at all times be kept in said company hereinafter referred to, for repair, provided with the most modern and distribution, and that in no case shall any | improved rails of sufficient size and weight such baggage (other than hand baggage), and in such condition that passengers ridor any express matter, parcels or merchan- ing in cars over the same shall suffer no dise, be loaded or unloaded in or upon any discomfort or inconvenience by reason of of the streets, alleys, avenues or public such tracks or any part thereof being irreggrounds of said city, except at lay-over | ular, uneven or in any wise insufficient

6. The said company, party of the second part, shall not be permitted under any needed repairs to said tracks or roadbed circumstances to transport on its cars or cars or appliances, and the said com-through or over the streets, alleys or avenues of such city live animals of any kind, | comply with all such orders. The said cars other than hunting dogs, except between to be used by said company, party of the the hours of 12:30 a. m. and 4:30 a. m., and second part, together with all the machinas hereinafter provided. Said company shall | ery, appliances and appurtenances thereof, be permitted to haul and handle freight | shall be suitable and adapted to be operday of ---, 190-, between the City of cther than that designated in Sections 5 ated upon the tracks of the Indianapolis Indianapolis, by and through its Board of and 7 as hereinafter provided, when it shall Street-railway Company without injury to have provided and established a freight said tracks or any of the appurtenances company is authorized to run and operate | depot in said city at some point which | thereof, or the pavement required to be shall be approved by the Board of Public | kept in repair by said company, provided Works. After having provided and estab- | such pavement shall not be laid or mainlished such depot, the said company may | tained above the level of the head of the deliver freight, other than live animals, not | rail, and shall at all times be so operated of a character offensive to sight and smell, as to not injure the same, or any of the into the said depot, where the same may | cars or other property of said company be held for delivery to any part of said pany shall have the right to carry live lighting or designating the same, or connorses, mules, swine, cattle or sheep, only line of said company as lies between the the Belt Railroad. When the line of said | railway and cars, or in case said company company does not cross the line of the said mentioned in said city.

7. The said company, party of the second said city, at some point to be approved by | fixed, and said company shall continu garden marketing, dairy products, properly inclosed and secured, hauled or to be hauled in the cars of said company through said city, shall be loaded and unloaded, and for sidewalks, under the direction of the Board which may be given by said company for of Public Works, as may be necessary to the performance of the conditions of this making and enforcing all necessary regusame. Provided, however, for the period of one year from the date of this contract, said company, for the purpose of loading and unloading its cars, shall have the right, dianapolis Street-railway Company, stand said cars upon some line of "dead Company: Provided, that the selection of such "dead track" shall be first approved be allowed to stand more than fifteen (15) minutes at any one time in loading or un-

The right is hereby expressly reserved by the Board of Public Works and Common Council of said city, to regulate by order or ordinance the carrying of freight, baggage or merchandise, or property of any kind through the streets, alleys and avenues of said city, or if by them deemed necessary to the public health or comfort, city, to prohibit the carrying of freight of any or all kinds through any of such

streets, alleys and avenues. The cars to be run and operated by said company, party of the second part, shall be propelled by electric power only: Provided, that if the Board of Public Works and Common Council of said city, under the power reserved to them under the contract heretofore entered into between said city and the Indianapolis Street-railway Company, shall by order or ordinance require said Indianapolis Company to introduce any other improved method of propulsion, then, and in such case, the said company, party of the second part, shall adopt and use such improved method in | time. the propulsion of its cars running within

9. If the said company, party of the sec-

construct therein any other electrical apelectricity used, or by such approved scien- | sent of said Board of Public Works, then tific methods as will prevent any injury by all rights and privileges of said company any such current of electricity to water under the contract shall absolutely cease under or upon any of the streets, alleys or | be deemed and held a trespasser if it should nature whatsoever resulting to any person | shall not permit to be used or operated on by the construction or operation of the tion, without the consent of the Board of street-railway cars of said company. 10. If the said company, party of the secend part, shall hereafter be permitted to pensation for such use have been agreed construct any tracks within said city, or if the Board of Public Works, pave the space between all rails, including the space between its tracks where there are double cars shall have the right of way, and so as | tracks, switches or sidetracks, and for a distance of eighteen inches on the outside of the outside rails of its tracks, and shall the said Indianapolis Street-railway Com- at all times make all necessary repairs in pany, or to interfere with any schedule for | such space under specifications both as to material and manner, as may be provided by said Board, and under the supervision be fixed by the Board of Public Works, and of the City Civil Engineer of said city. It the said cars of the said --- shall be so is also agreed that said company, party of operated as not to interfere in any way the second part, shall, in the construction and maintenance of any such tracks, construct and maintain the same in all respects in the same manner as the Indianby contract and ordinance to construct and proved by the said Board of Public Works, maintain its tracks within such city, and the obligation of said company, party of part shall faithfully carry out and perform and said city dated April 7, 1899, or any the second part, to pave, improve and repair the space between its tracks and for eighteen inches on the outside of the outside rails thereof shall be the same as the obligation of the said Indianapolis Company to pave, improve and repair the space between its tracks under the provisions of its | to time during said period on the demand said contract with said city and the ordinance ratifying the same, which ordinance, passed by the Common Council of said city | the surety thereon or the impairment of all the cars of the several companies in | 11. The said company, party of the second service: Provided, that said company shall, which this franchise is granted so operate between the hours of 6 o'clock a. m. and its cars in said city as to render the public

or the 7th day of April, 1899, is by reference part, shall during the entire period for at all times first-class and efficient service: that the motive power furnished by said company shall at all times be ample and of the most approved kind; that its cars shall be of the best and most approved pattern, style and finish; at all times kept clean, well ventilated, provided with comfortable seats for passengers and heated with safe and convenient appliances whenever the weather is such that the comfort of passengers requires the same, and lighted at night with electricity, or, subject to the approval of said Board of Public Works. with other equally efficient light; that all such cars shall be kept in good repair, and shall at all times be so painted on the outside and decorated on the inside as to present an attractive appearance, and shall be repainted and redecorated from time to time as may be necessary to maintain such appearance; that each of such cars shall senger cars, or in suitable compartments be provided with the most approved life guards, and all other modern appliances for the insurance of the safety of its passengers and employes; that each of such cars shall be provided with a sufficient number of electric bells, connections, buttons or knobs, so that passengers may, without inconvenience, by the use thereof, notify the conductor having charge of any such car of their desire to leave the same at the proper crossing; that each of such cars shall have thereon the name of the said company, or the point of its destination, in letters of such size that the same may be the terms, conditions and provision readily discerned and read by persons of Sec. 2. This ordinance shall the same may be the terms, conditions and provision of the terms.

and the right is reserved to the Board of Public Works of such city to order any In case the said company, party of the

cerning alarm bells, life guards and applibetween the hours of 12:30 a. m. and 4:30 | snces for the safety of passengers and ema. m., and then only over so much of the ployes, roadbed or other stipulation herein contained concerning the operation, maincorporation line of said city and the line of | tenance or construction of its line of streetshall fail to comply with any of the stipu-Belt Railroad, then said company shall not | lations or provisions of this contract and haul live animals of the classes last above the Board of Works shall, by written notice, served on any officer of said company, require compliance with any such part, snall provide in the central part of stipulation within a reasonable time therein the Beard of Public Works, a depot or fail and refuse, after any such period so station in which baggage, express matter, fixed, to comply with any such provision merchandise in boxes, crates or parcels, or stipulation, or notice or order of the Board pertaining therto, then said company shall forfeit to said city the sum of fifty dollars (\$50.00) for each day that it shall continue to violate any such provision or the purpose of reaching its said depot, the stipulation, which sum may be collected right is hereby granted said company to without relief from valuation or appraiselay its tracks across such streets, aneys or | ment laws, either by suit on any bond run from its main line to said depot. Any | contract or otherwise as the said Board such depot shall be kept clean and free may elect: Provided, that nothing herein from all noxious odors, and shall at all contained shall be construed as an attempt times be under the supervision of the Board | to abridge or in any wise restrict the power of Health of said city, for the purpose of | of the Common Council of said city to enact safety, comfort or convenience of the public traveling on the cars of said company within said city, and also providing reasonable penalties for the violation thereof.

In further consideration of the grant herein and hereby made, the said company, party of the second part, agrees and binds itself to pay to the said city on the 1st day track" of said Indianapolis Street-railway of January, 1902, and annually thereafter during the first ten years of this franchise, the sum of two cents per round trip for by the said Board of Public Works; and each and every round trip made by any provided, further, that such cars shall not | car of said company over the streets of said city, during the year preceding said date; and for the balance of said period for which said franchise is granted, said party of the second part agrees and binds itself to pay as aforesaid the sum of three cents per round trip for each and every car as

> above described. The president of said company, or other executive officer thereof, shall at the time of such payment, file with the City Comptroller a sworn statement as to the total number of round trips made by each car aforesaid within such city during the year er period preceding This contract shall take effect and be in force from and after the date of its ap-

> proval and ratification by an ordinance of the Common Council, until the 7th day of This limitation of time is one of the essential and governing conditions of this contract, and at the expiration of said period the rights of said company, party of the second part, to run or operate its cars within such city shall absolutely cease, and it shall be deemed and held a trespasser if it should undertake to so run or operate

any car over any such street after that Neither this contract nor any of the rights or privileges named therein shall ever be assigned or transferred by said ond part, shall hereafter be permitted to company to any person, firm or corporation set poles and string wires in said city, or without the written consent of the said Board of Public Works duly entered upon pliances for the propulsion of its cars, the the records of said Board, first being given, same shall be so constructed by providing | and in the event of any such transfer or for an independent return circuit for the assignment without the said writen conor property on account of injury caused by its said lines within said city, any car the electrical currents of said company, or | or cars by any other person or corpora-Public Works, entered on the records of such Board, and until after terms for comupon with said Indianapolis Street-railway hereafter any of the tracks of said com- | Company, or fixed as provided by law. It pany shall by annexation be brought with- is further agreed and understood that the in the limits of said city, then the said right to use the tracks of said Indianapolis company shall, when ordered so to do by Street-railway Company, hereby granted, is subject to the payment by said company, party of the second part, to said Railway Company, of compensation for such use as fixed by agreement or judgment of the proper court, as and when such compensation shall become due and payable, and that in default of such payment and so long as such default shall continue, said Railway Company shall have the right to exclude said company, party of the second

part, from such use. The said company, party of the second part, before exercising any of the rights hereby granted, shall execute to the City of Indianapolis a good and sufficient bond in the sum of ten thousand dollars (\$10,000,00) with good and sufficient sureties to be apconditioned that the party of the second each and every agreement herein contained, and shall well and truly pay to said city all penalties, forfeitures and other sums of money, which, under the terms of this contract, it may become liable to said city, and said bond shall be renewed from time of the Board of Public Works of said city. whenever, by reason of the insufficiency the amount thereof by reason of the accumulation of unpaid penalties, forfeitures, judgments or other claims against said

ompany, in favor of said city, the said Board deems such renewal necessary. And in case the said company, party of the second part, shall, on the reasonable demand of said Board, fail or refuse to renew such bond or furnish additional surety thereon, as may be required, then its rights ender this contract shall cease, and the franchise herein granted be forfetted, which forfeiture may be enforced in any court of

competent jurisdiction. Any right which might be claimed by said omrany, party of the second part, to run or operate any car in or on any street of such city, after the expiration of said period, either under the provisions of the statute under which it was incorporated, or any other statute or ordinance now existing, is hereby expressly waived."

And. Whereas, Said contract and agreement has been submitted by said Board of Public Works of said City of Indianapolis to the Common Council of said city for its action thereon; therefore, Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the foregoing contract and agreement made and entered into on the -- day of -by the City of Indianapolis, by and through its Board of Public Works, and thebe, and the same is hereby in all things ratified, confirmed and approved, and said - is hereby granted all rights, privileges and franchises as in said contract and agreement set forth, in accordance with Sec. 2. This ordinance shall take effect ordinary eysight, and that at night such and be in full force from and after its